

Exhibit A

Gaston County

In The General Court Of Justice

☐ District ☒ Superior Court Division

Name And Address Of Plaintiff 1

 Terra Mia of McAdenville, Inc.
 c/o Paul E. Culpepper
 Young, Morphis, Bach & Taylor, LLP
 Post Office Drawer 2428, Hickory, NC 28603-2428

 GENERAL
 CIVIL ACTION COVER SHEET

☐ INITIAL FILING

☐ SUBSEQUENT FILING

Name And Address Of Plaintiff 2

 2022 JAN 27 A 11:08
 GASTON CO., NC
 (P)

Rule 5(b), General Rules of Practice For Superior and District Courts

Name And Address Of Attorney Or Party, If Not Represented (complete for initial appearance or change of address)

 Paul E. Culpepper
 Post Office Drawer 2428 (28603)
 858 2nd Street NE, Suite 200
 Hickory, North Carolina 28601

Telephone No.

Cellular Telephone No.

828-322-4663

NC Attorney Bar No.

19883

Attorney E-Mail Address

paulc@hickorylaw.com

VERSUS

Name Of Defendant 1

Toast, Inc.

Summons Submitted

☐ Yes

☐ No

☐ Initial Appearance in Case

☐ Change of Address

Name Of Defendant 2

Name Of Firm

Young, Morphis, Bach & Taylor, LLP

FAX No.

828-324-2431

Counsel for

☒ All Plaintiffs ☐ All Defendants ☐ Only (List party(ies) represented)

Summons Submitted

☐ Yes

☐ No

☐ Jury Demanded In Pleading

☐ Complex Litigation

☐ Amount in controversy does not exceed \$15,000

☐ Stipulate to arbitration

TYPE OF PLEADING

(check all that apply)

- ☐ Amend (AMND)
☐ Amended Answer/Reply (AMND-Response)
☐ Amended Complaint (AMND)
☐ Assess Costs (COST)
☐ Answer/Reply (ANSW-Response) (see Note)
☐ Change Venue (CHVN)
☐ Complaint (COMP)
☐ Confession of Judgment (CNFJ)
☐ Consent Order (CONS)
☐ Consolidate (CNSL)
☐ Contempt (CNTP)
☐ Continue (CNTN)
☐ Compel (CMPL)
☐ Counterclaim (CTCL) Assess Court Costs
☐ Crossclaim (list on back) (CRSS) Assess Court Costs
☐ Dismiss (DISM) Assess Court Costs
☐ Exempt/Waive Mediation (EXMD)
☐ Extend Statute of Limitations, Rule 9 (ESOL)
☐ Extend Time For Complaint (EXCO)
☐ Failure To Join Necessary Party (FJNP)

(check all that apply)

- ☐ Failure To State A Claim (FASC)
☐ Implementation Of Wage Withholding In Non-IV-D Cases (OTHR)
☐ Improper Venue/Division (IMVN)
☐ Including Attorney's Fees (ATTY)
☐ Intervene (INTR)
☐ Interplead (OTHR)
☐ Lack Of Jurisdiction (Person) (LJPN)
☐ Lack Of Jurisdiction (Subject Matter) (LJSM)
☐ Modification Of Child Support In IV-D Actions (MSUP)
☐ Notice Of Dismissal With Or Without Prejudice (VOLD)
☐ Petition To Sue As Indigent (OTHR)
☐ Rule 12 Motion in Lieu of Answer (MDLA)
☐ Sanctions (SANC)
☐ Set Aside (OTHR)
☐ Show Cause (SHOW)
☐ Transfer (TRFR)
☐ Third Party Complaint (list Third Party Defendants on back) (TPCL)
☐ Vacate/Modify Judgment (VCMD)
☐ Withdraw as Counsel (WDCN)
☒ Other (specify and list each separately)

Affidavit of Service

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include a required cover sheet. For subsequent filings in civil actions, the filing party must either include a General Civil (AOC-CV-751), Motions (AOC-CV-752) or Court Action (AOC-CV-753) cover sheet.

CLAIMS FOR RELIEF

- | | | |
|--|--|--|
| <input type="checkbox"/> Administrative Appeal (ADMA) | <input type="checkbox"/> Limited Driving Privilege - Out-of-State Convictions (PLDP) | <input type="checkbox"/> Product Liability (PROD) |
| <input type="checkbox"/> Appointment Of Receiver (APRC) | <input type="checkbox"/> Medical Malpractice (MDML) | <input type="checkbox"/> Real Property (RLPR) |
| <input type="checkbox"/> Attachment/Garnishment (ATTC) | <input type="checkbox"/> Minor Settlement (MSTL) | <input type="checkbox"/> Specific Performance (SPPR) |
| <input type="checkbox"/> Claim And Delivery (CLMD) | <input type="checkbox"/> Money Owed (MNYO) | <input type="checkbox"/> Other: (specify and list each separately) |
| <input type="checkbox"/> Collection On Account (ACCT) | <input type="checkbox"/> Negligence - Motor Vehicle (MVNG) | |
| <input type="checkbox"/> Condemnation (CNDM) | <input type="checkbox"/> Negligence - Other (NEGO) | |
| <input type="checkbox"/> Contract (CNTR) | <input type="checkbox"/> Motor Vehicle Lien G.S. 44A (MVLN) | |
| <input type="checkbox"/> Discovery Scheduling Order (DSCH) | <input type="checkbox"/> Possession Of Personal Property (POPP) | |
| <input type="checkbox"/> Injunction (INJU) | | |

Date

1/24/22

Signature Of Attorney/Party

FEES IN G.S. 7A-308 APPLY

Assert Right Of Access (ARAS)
 Substitution Of Trustee (Judicial Foreclosure) (RSOT)
 Supplemental Procedures (SUPR)

PRO HAC VICE FEES APPLY

Motion For Out-Of-State Attorney To Appear In NC Courts In A Civil Or Criminal Matter (Out-Of-State Attorney/Pro Hac Vice Fee)

No. ☐ Additional Plaintiff(s)

No.	<input type="checkbox"/> Additional Defendant(s)	<input type="checkbox"/> Third Party Defendant(s)	Summons Submitted
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Plaintiff(s) Against Whom Counterclaim Asserted

Defendant(s) Against Whom Crossclaim Asserted

STATE OF NORTH CAROLINA

GASTON

County



File No.

22 Cvs

113

In The General Court of Justice

☐ District

☒ Superior Court Division

Name of Plaintiff

Terra Mia of McAdenville, Inc.

Address

107 E Robinson St

City, State, Zip

Dallas, North Carolina 28034

VERSUS

CIVIL SUMMONS

☐ ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3 and 4

Name of Defendant(s)

Toast, Inc.

Date Original Summons Issued

Date(s) Subsequent Summon(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address of Defendant 1

Toast, Inc.
c/o Registered Agent Incorp Services, Inc.
44 School Street, Suite 505
Boston MA 02108

Name And Address of Defendant 2



IMPORTANT! You have been sued! These papers are legal documents, DO NOT throw these papers out! You have to respond within 30 days. You may want to talk with a lawyer about your case as soon as possible, and, if needed, speak with someone who reads English and can translate these papers!
¡IMPORTANTE! ¡Se ha entablado un proceso civil en su contra! Estos papeles son documentos legales. ¡NO TIRE estos papeles!
Tiene que contestar a más tardar en 30 días. ¡Puede querer consultar con un abogado lo antes posible acerca de su caso y, de ser necesario, hablar con alguien que lea inglés y que pueda traducir estos documentos!

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address of Plaintiff's Attorney (If None, Address of Plaintiff)

Paul E. Culpepper
Young, Morphis, Bach & Taylor, LLP
Post Office Drawer 2428
Hickory, North Carolina 28603-2428

Date Issued

Time

1-11-22

12:01

☐ AM

☒ PM

Signature

[Signature]

☒ Deputy CSC

☐ Assistant CSC

☐ Clerk of Superior Court

☐ ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date of Endorsement

Time

☐ AM

☐ PM

Signature

☐ Deputy CSC

☐ Assistant CSC

☐ Clerk of Superior Court

NOTE TO PARTIES: Many counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

STATE OF NORTH CAROLINA)
 GASTON COUNTY)
 TERRA MIA OF MCADENVILLE, INC.)
 Plaintiff,)
 vs.)
 TOAST, INC.)
 Defendant.)

IN THE GENERAL COURT OF JUSTICE
 SUPERIOR COURT DIVISION
 FILE NO.: 22 CVS 113
 2022 JAN 11 P 12:00
 GASTON CO., C.S.C.
COMPLAINT

The Plaintiff, complaining of the Defendant, alleges and says as follows:

PARTIES

1. The Plaintiff Terra Mia of McAdenville, Inc. is a North Carolina corporation with its principal place of business in McAdenville, Gaston County, North Carolina.
2. The Defendant Toast, Inc. is a Delaware corporation with its headquarters located in Boston, Massachusetts.

JURISDICTION AND VENUE

3. This Court has personal jurisdiction over the Defendant pursuant to N.C.G.S. §1-75.4.
4. This Court has jurisdiction over this action pursuant to N.C.G.S. §7A-243.
5. Venue in Gaston County is proper pursuant to N.C.G.S. §1-82.

FACTUAL ALLEGATIONS

6. Plaintiff owns and operates a restaurant in McAdenville, Gaston County, North Carolina.
7. Defendant is a Delaware corporation which provides a point of sale hardware, software and financial services to the restaurant industry across the United States, including in Gaston County, North Carolina.

8. On or about May 27, 2020, the Plaintiff entered into a Contract with the Defendant to purchase certain hardware and software for the restaurant credit card payment and processing system at its McAdenville location (hereinafter the "Contract").

9. The Contract was solely in the name of the Plaintiff, and the 100% stockholder of the Plaintiff, Raffaele Falciai, was listed as the financial contact on the Contract. Falciai was the only person listed as having any authority to communicate or make any authorized changes on behalf of the Plaintiff.

10. Pursuant to the terms of the Contract, the Defendant provided credit card processing point of sale services to the Plaintiff based on the fees set forth in the Contract.

11. In the process of providing these services, the Defendant would daily process the credit card transactions, remove the fees or services charges, and deposit the balance of the receipts into the authorized bank account of the Plaintiff, which was a BB&T account ending in 0616. The Contract documents Falciai is 100% owner of the Plaintiff, and he was the only financial contact listed on the Contract.

12. Mr. Falciai never authorized anyone to contact the Defendant to change the bank deposit information and expected the Defendant to comply with the terms of the Contract and deposit all money in BB&T account ending in 6016.

13. Plaintiff never requested the Defendant to change the depository account for the Plaintiff.

14. On or about November of 2020, without any notice to the Plaintiff, the Defendant changed the deposit account for all proceeds owed to the Plaintiff under the Contract to a BB&T account ending in 7199. This change was done without the authorization or permission of the Plaintiff.

15. After the Plaintiff found out about the change in the bank account, it notified the Defendant on April 6, 2021, to immediately change the bank account back to BB&T account ending in 0616. However, even after receiving notice to switch the account back to the correct account, the Defendant delayed almost two weeks in correcting the depository account information, resulting in additional financial losses to the Plaintiff.

16. During the period of November of 2020 to April of 2021, the Defendant deposited a total of \$397,497.86 in the incorrect account, and the Defendant has never corrected, offset or returned any money to the Plaintiff, despite repeated demands.

**FIRST CLAIM FOR RELIEF
(BREACH OF CONTRACT AND IMPLIED COVENANT OF GOOD FAITH)**

17. Plaintiff realleges and incorporates by reference the previous paragraphs.
18. Defendant had a contractual obligation to the Plaintiff to pay any and all proceeds due to the Plaintiff to an authorized account of the Plaintiff.
19. Defendant breached this duty by taking instructions from an unauthorized individual and changing the depository account from the Plaintiff's account to an account owned and controlled by a third party.
20. There was an implied covenant of good faith in fair dealing in the parties' Contract that the Defendant would not do anything that would injure the Plaintiff's rights under the Contract or divert any money owed to the Plaintiff to a third party.
21. As a direct result of this breach of contract, the Plaintiff has been damaged in an amount in excess of \$25,000.00, with the exact amount to be proved at a trial of this matter.

**SECOND CLAIM FOR RELIEF
(NEGLIGENCE/GROSS NEGLIGENCE)**

22. Plaintiff realleges and incorporates by reference the previous paragraphs.
23. Defendant had a duty to act in good faith and deposit money in an account only as instruction by the Plaintiff, and to an account owned and controlled by the Plaintiff.
24. Defendant breached this duty by taking instructions on switching the depository account to a different account owned by a third party and not owned and controlled by the Plaintiff.
25. The Defendant failed to maintain proper verification and safeguards to the account to prevent a third party from gaining access to the Defendant's system and redirecting funds to a third party account, which directly led to the damages suffered by the Plaintiff in this matter.
26. As a direct result of this negligence and/or gross negligence, the Plaintiff has been damaged in amount in excess of \$25,000.00, with the exact amount to be proved at a trial of this matter.

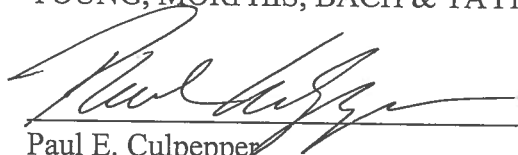
PRAY FOR RELIEF

WHEREFORE, the Plaintiff prays the Court as follows:

1. For a judgment against the Defendant in an amount in excess of \$25,000.00;
2. For the cost of this matter, including interest at the highest rate since the date of the filing of this Complaint to be assessed against the Defendant;
3. For a trial by jury; and
4. For such other and further relief as the Court deems just and proper.

This the 6th day of January, 2022.

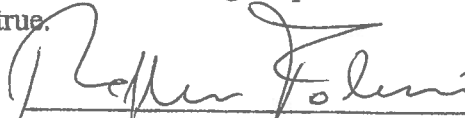
YOUNG, MORPHIS, BACH & TAYLOR, LLP



Paul E. Culpepper
N.C. State Bar No. 19883
858 2nd Street NE, Suite 200 (28601)
Post Office Drawer 2428
Hickory, North Carolina 28601-2428
Bus: (828) 322-4663
Fax: (828) 324-2431
paulc@hickorylaw.com
Attorney for Plaintiff

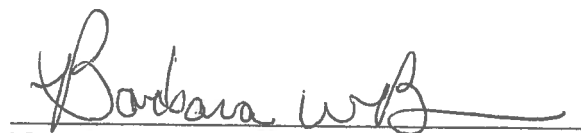
VERIFICATION

I, Raffaele Falciai, President of Terra Mia of McAdenville, Inc., first being duly sworn by law, deposes and says: That he as such is authorized and qualified to verify the foregoing Complaint; that he has read the foregoing Complaint, knows the contents thereof and that the same are true of his own knowledge except as to matters herein alleged upon information and belief, and as to those matters, he believes them to be true.


Raffaele Falciai, President

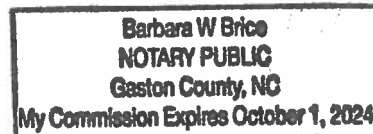
STATE OF NORTH CAROLINA
COUNTY OF Gaston

SWORN TO AND SUBSCRIBED
before me this the 4 day of January, 202³.)
(SEAL)


Notary Public (Signature)

Barbara W Brice
Notary Public (Printed Name)

My Commission Expires: 10-01-2024



STATE OF NORTH CAROLINA
GASTON COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO.: 22 CvS 113

TERRA MIA OF MCADENVILLE, INC.) A 11: 08
2022 JAN 27

Plaintiff, GASTON CO., C.S.C.

AFFIDAVIT OF SERVICE

vs.

TOAST, INC.

Defendant.

THE UNDERSIGNED ATTORNEY OF RECORD certifies:

1. That a copy of Plaintiff's Complaint was received by J. Jensen for Incorp Services, Inc. Registered Agent for Toast, Inc. at 44 School Street, Suite 505, Boston, Maryland 02108 on January 24, 2022 by FedEx 2 Day AM Delivery.

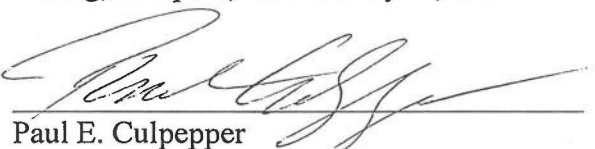
2. That Defendant Toast, Inc. c/o Registered Agent Incorp Services, Inc. was served with a copy of the Complaint, as evidenced by the attached Proof of Delivery from FedEx attached hereto as Exhibit "A."

This the 24th day of January, 2022.

STATE OF NORTH CAROLINA
COUNTY OF CATAWBA

Young, Morphis, Bach & Taylor, LLP

By:



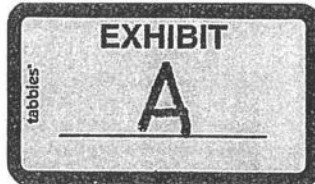
Paul E. Culpepper
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Post Office Drawer 2428
Hickory, North Carolina 28603-2428
Bus: (828) 322-4663
Fax: (828) 324-2431
paulc@hickorylaw.com
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
before me this, the 24th day of January, 2022.
(SEAL)




Notary Public - Wanda C. Sigmon
My Commission Expires: 8/23/2023

271082.1



January 24, 2022

Dear Customer,

The following is the proof-of-delivery for tracking number: 775819938304

Delivery Information:

Status:	Delivered	Delivered To:	Receptionist/Front Desk
Signed for by:	J.JENSEN	Delivery Location:	
Service type:	FedEx 2Day AM		
Special Handling:	Deliver Weekday; Adult Signature Required		Boston, MA,
		Delivery date:	Jan 24, 2022 10:03

Shipping Information:

Tracking number:	775819938304	Ship Date:	Jan 21, 2022
		Weight:	0.5 LB/0.23 KG
Recipient:		Shipper:	
Boston, MA, US,		HICKORY, NC, US,	

Reference PEC - Falciai, 1121040

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Wanda Sigmon

From: TrackingUpdates@fedex.com
Sent: Monday, January 24, 2022 10:05 AM
To: Wanda Sigmon
Subject: FedEx Shipment 775819938304: Your package has been delivered



Hi. Your package was
delivered Mon,
01/24/2022 at 10:03am.



Delivered to 44 SCHOOL ST, Boston, MA 02108
Received by J.JENSEN

OBTAIN PROOF OF DELIVERY

Personal Message

This package must be signed for. The Registered Agent must sign
for this package.

TRACKING NUMBER 775819938304

FROM Young Morphis Bach Taylor LLP

858 2nd Street, NE
Suite 200
HICKORY, NC, US, 28601

TO Toast, Inc.
Reg Agent Incomp Services Inc
44 School Street
Suite 505
Boston, MA, US, 02108

REFERENCE PEC - Falciai, 1121040

SHIPPER REFERENCE PEC - Falciai, 1121040

SHIP DATE Fri 1/21/2022 06:19 PM

DELIVERED TO Receptionist/Front Desk

PACKAGING TYPE FedEx Envelope

ORIGIN HICKORY, NC, US, 28601

DESTINATION Boston, MA, US, 02108

SPECIAL HANDLING Deliver Weekday
ASR

NUMBER OF PIECES 1

TOTAL SHIPMENT WEIGHT 0.50 LB

SERVICE TYPE FedEx 2Day A.M.



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This tracking update has been requested by:

Company name: Young Morphis Bach Taylor LLP
Name: Paul E. Culpepper
Email: wandas@hickorylaw.com

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FEDEX



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Thank you for your business.

STATE OF NORTH CAROLINA

File No.

22 CvS

113

GASTON

County

In The General Court of Justice

☐ District ☒ Superior Court Division

Name of Plaintiff

Terra Mia of McAdenville, Inc.

Address

107 E Robinson St

City, State, Zip

Dallas, North Carolina 28034

VERSUS

CIVIL SUMMONS

☐ ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3 and 4

Name of Defendant(s)

Toast, Inc.

Date Original Summons Issued

Date(s) Subsequent Summon(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address of Defendant 1

Toast, Inc.
c/o Registered Agent InCorp Services, Inc.
44 School Street, Suite 505
Boston MA 02108

Name And Address of Defendant 2



IMPORTANT! You have been sued! These papers are legal documents, DO NOT throw these papers out!
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Name And Address of Plaintiff's Attorney (If None, Address of Plaintiff)

Paul E. Culpepper
Young, Morphis, Bach & Taylor, LLP
Post Office Drawer 2428
Hickory, North Carolina 28603-2428

Date Issued

1-11-22

Time

12:01

☐ AM ☒ PM

Signature

☒ Deputy CSC ☐ Assistant CSC ☐ Clerk of Superior Court
☐ ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date of Endorsement

Time

☐ AM ☐ PM

Signature

☐ Deputy CSC ☐ Assistant CSC ☐ Clerk of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name of Defendant
-------------	--	-------------------

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name of Defendant
-------------	--	-------------------

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Other manner of service (specify)

☐ Defendant WAS NOT served for the following reason:

Service Fee Paid \$	Deputy Sheriff Making Return
Date Received	Name of Sheriff (type or print)
Date of Return	County of Sheriff